

**Amendment Number 4**  
**to**  
**Contract Number DIR-SDD-1793**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**CARAHSOFT TECHNOLOGY CORPORATION**

This Amendment Number 4 to Contract Number DIR-SDD-1793 ("Contract") is between the Department of Information Resources ("DIR") and Carahsoft Technology Corporation ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2. Term of Contract** is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through February 14, 2016, or until terminated pursuant to the termination clauses contained in the Contract, completing all three (3) additional one-year options. No additional extension options remain. The Contract will expire February 14, 2016.

2. **Contract, Section 4. Pricing**, is hereby restated in its entirety as follows:

**4. Pricing**

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payments, and as set forth in Appendix C, Pricing Index.

3. **Contract, Section 4. Pricing A - H** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Product and Related Services Contracts, Section 8. Pricing, Purchase Orders, Invoices and Payments, dated 05/02/14 as attached hereto.
4. **Contract, Section 7. Software License Agreement** is hereby amended by adding **B. Conflicting or Additional Terms** in its entirety as follows:

**B. Conflicting or Additional Terms**

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

5. **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts**, is hereby restated in its entirety and replaced with the attached **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts** dated 05/02/2014.

6. **Authorized Exceptions to Appendix A, Standard Terms and Conditions For Product and Related Service Contracts dated 05/02/2014.**

1. **Appendix A, Section 5. Intellectual Property Matters** is hereby deleted in its entirety
2. **Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, B. Customer Discount** is hereby amended by retitling and restating it in its entirety as follows:

**B. Customer Service Rate Discount**

The minimum Customer discount for all service rates will be as negotiated by GSA and detailed in Appendix C Pricing Index.

3. **Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, C. Customer Price** is hereby amended by restating in its entirety as follows:

**C. Customer Price**

- 1) The price to the Customer shall be calculated as follows:

$$\text{Customer Price} = \text{MSRP} - \text{Customer Discount}$$

- 2) Customers purchasing services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

- 3) If pricing for services available under this Contract are provided at a higher discount to: (i) an eligible Customer who is not purchasing those services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said services to eligible Customers, then the available discounts in this Contract shall be adjusted to that higher discount. This Contract shall be amended within ten (10) business days to reflect the higher discounts.

7. **Appendix C – Pricing Index** is hereby restated as attached hereto as Appendix C – Pricing index.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 4, then Amendment Number 3, then Amendment Number 2, then Amendment Number 1 and then the Contract.

**(Remainder of page left blank intentionally)**

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than February 14, 2015.

**CARAHSOFT TECHNOLOGY CORPORATION**

**Authorized By:** Signature on File

**Name:** Ellen Lord

**Title:** Contracts Manager

**Date:** January 15, 2015

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Todd Kimbriel

**Title:** Interim Executive Director

**Date:** 1/26/15

**Office of  
General Counsel:** DRBrown 1-26-15